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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

EDWIN H. STIER, ESQ., AS WIND
DOWN TRUSTEE FOR MLS
BERKOWITZ INVESTMENTS, LLC,,

Plaintiff,

vs.

DIEGO POSSEBON; DIEGO POSSEBON
-ME; LARISSA CARVALHO
POSSEBON; MATHEUS POSSEBON;
LUCAS GIACOMOLLI; HITS
ENTERTAINMENT
INTERNATIONAL LLC; HITS
ENTRETENIMIENTO, LTDA; OPUS
ASSESSORIA E PROMOCOES
ARTISTICAS LTDA. D/B/A OPUS
ENTRETENIMENTO; EGR CONCEPTS
INC.; MP CAPITAL AND
INVESTMENTS LLC; CHRISTIAN
COSTA DOS SANTOS; C. COSTA DOS
SANTOS LTDA.; RODRIGO MARTINS
DE MELLO; WALTER CORDEIRO
NETTO; WALTER CORDEIRO FILHO;
DAKAR INDUSTRIA DE
COMPONENTES INDUSTRIAIS LTDA;
TW BRASIL LTDA. F/KJA TW
DISTRIBUIDORA DE BEBIDA LTDA.;
ADUKARGO TRANSPORTES E
LOGISTICA E SERVICOS DE
ARMAZENAGENS LTDA.; BR
MULTISERVICOS LTDA.; BANCO
MASTER S.A.; BANCO RENDIMENTO

Civil Action No: 3:24-CV-04647

**ANSWER, AFFIRMATIVE DEFENSES
AND CROSSCLAIMS TO PLAINTIFFS
COMPLAINT**

S.A.; TREVISO CORRETORA DE
CAMBIO S.A.; BANCO BRADESCO
S.A.; BANCO BTG PACTUAL S.A.;
BANCO SAFRA S.A.; ITAU UNIBANCO
S.A.; EXPOBRAZ EXPORT IMPORT E
AGROPECUARIA LTDA.; FERNANDA
ALVES DE SOUZA; EMPIRE STRONG
INTERNATIONAL BUSINESS
INTERMEDIATION, LLC A/K/A
STRONG EMPIRE INTERNATIONAL
BUSINESS INTERMEDIATION, LLC;
EMPIRE STRONG INTERNATIONAL
BUSINESS INTERMEDIATION ONE,
LLC; EMPIRE STRONG NEGOCIOS
LTDA.; IARA GALDINO DA SILVA;
METALSUR INDUSTRIA E COMERCIO
DE ACOS LTDA.; ANTONIO CARLOS
FLORES MENDES; MARCELO DE
MESQUITA DUARTE; CESALON -
CENTRO DE SERVICOS EM ACOS
LONGOS LTDA.; VINICUS OLIVEIRA
MENDES; MATHEUS DUTRA SILVA;
BELOVIX COMERCIO IMPORTACAO E
EXPORTACAO LTDA.; GLOBAL
SOLUCOES INTEGRADAS LTDA.;
A.P.N. SERVICOS LTDA.; A.R.M.
DANTAS LTDA.; A.S.R. ASSESSORIA
EMPRESARIAL LTDA.; ADRIANO DA
SILVA AMORIM; ALEXANDRE
SCHUTZ RIBAS; AYALLA MIGUEL DE
CARVALHO; CELAVI
INVESTIMENTOS E
PARTICIPACOES LTDA.; CLOVIS S.
AMORIM; DANIEL POSSEBON
BARGAS; DK ASSESSORIA E
INTERMEDIACAO DE NEGOCIOS
LTDA.; JOUBERT DONINELI
KONRATH; EAGLE MAN COMERCIO
DE ARTIGOS DE VESTUARIO LTDA.;
EDINEIA PIABA ARAUJO LTDA.;
ELVIS HENRIQUE F. SILVA;
ENERGISOM SERVICOS E
SONORIZACAO LTDA.; FRANCINE

POSSEBON; GABRIEL MARIA
D. CENTENO; J. CESAR JACOBSEN;
JULIO CESAR JACOBSEN;
JACQUELINE FERREIRA SIQUEIRA;
JOSE HENRIQUE MAIA GIACOMOLLI
LTDA.; LAKOCRED CONSULTORIA E
SOLUCOES LTDA.; LIDIANE LEITE
MELO; M.B. ALMEIDA; NEW SEGURA
ADMINIS IRACAO DE IMOVEIS LTDA.
D/B/A T&F CONSULTORIA E GESTAO
DE IMOVEIS; NILO COUNTRY
EMPREENDIMENTOS IMOBILIARIOS
SPA LTDA.; RAYNARA G.S. AMORIM;
WHESLEY SOUZA SENA; SCHUTZ
ASSESSORIA EMPRESARIAL LTDA.;
ARTS GESTORA E
ADMINISTRADORA; YIWU PRIMULA
IMPORT AND EXPORT CO. LTD.;
YIWU ACORN IMPORT AND
EXPORT CO. LTD.; REAG USA LLC;
ARLEN SOOKIAS; STAR SILVER BY
PRINCESS; ASTRONAUTO
ENTERPRISE INC.; YIWU SUNTING
INTERNATIONAL TRADE CO. LTD.;
YIWU ZONGHENG IMPORT AND
EXPORT CO.; TOP SILVER;
COINBASE INC; MORNING GLORY
EVERGREEN CO. LTD.; FOSHAN
WINNER FURNITURE CO. LTD.;
WENZHOU FATO
MECHANICAL ELECTRICAL; JEANNE
RODRIGUES; GLOBAL EMPIRE LTD.;
MIX ENTERPRISES LLC; NANZO
HOLDINGS, INC.; NANZO LLC; GIL
KAPLAN; ERIK KAPLAN; BRAZ
CENTER SERVICES INC.;
BRAZJET EXPRESS INC.; PAULA
MARIANA PEREIRA DA SILVA; JEAN
DAVIDSON ARAUJO; WAVE TECH
CO.; FIDELITY NATIONAL TITLE
INSURANCE CO.; MIAMI VENTURES
LLC; EXPOBRAZ USA LLC.; MDS
LOGISTICA; MAERLON DUARTE

DE SOUZA; FRANCISCO BONATES;
MONIQUE LEVY; GUILHERME
RAMAO; SCHUNCK ADVOGADOS;
HEBEI JIUYE COOKWARE CO., LTD.;
QUICK AUTOPROVIDERS, INC.;
NINGBO GENERAL UNION CO., LTD.;
GETWELL TRADING LIMITED; YIWU
SUN FLOWER IMP. AND EXP. CO.;
YIWU LOTUS IMP. AND EXP. CO.
LIMITED; HK NAGA IMPORT &
EXPORT LIMITED; RITEK
CORPORATION; JIAXING EPONT
IMPORT & EXPORT CO. LTD.;
FFORWARD LLC; ASIA YARN GROUP
LIMITED; RAINBOW SILVER CO. LTD.;
PLAYFUN GAMES CO. LTD.; SAMMI
NS TRADE LIMITED; UNITECH USA-
SCIENTIFIC SOLUTIONS, CORP.;
BRAGA EXPORTS INC.; ZHANGZHOU
DONGRONG MOTOR TECHNOLOGY;
AMERICA THAI JOYAS CO. LTD.;
MICHAEL PANZERI; KILOMAX
INTERNATIONAL LIMITED;
HENGSHUI GUANGXING SCREENS
CO. LTD.; CHINA BASE NINGBO
FOREIGN TRADE; QINGDAO QIXIANG
INTERNATIONAL; JINAN JINBAO;
LORD KRISHNA OVERSEAS;
ZHEJIANG ZHONGYU INDUSTRY;
YIWU XIAWEI IMPORT AND
EXPORT CO. LTD.; FOSHAN
BESTHOUSE CERAMICS CO., LTD.;
CHAN SHUN MING; LUCKY GLOBAL
IMPORT AND EXPORT CO. LTD.;
ELEGANT SILVER JEWELLERY;
BETTER SILVER SPA; MOMENT
KIWYQA ERP KUYUMCULUK DIS;
YUYAO FOREVER STAR SPRAYER;
FOSHAN WINCHAIN IMPORT AND
EXPORT; K13 SISTEM DANISMANLIK
LTD. STI; C.D.I.S.P.A.; INNOVISION
MULTIMEDIA LIMITED; YIWU SHENG
COMMODITY PURCHASE; TIANJIN
CUTPRINT CNC

TECHNOLOGY; NICE MATCH
INTERNATIONAL CO., LTD.; YIWU
NAJIA IMPORT AND EXPORT CO.
LTD.; CHRYSOS SPA; F&B
AUTOPECAS E ACESSORIOS PARA;
SILVER LAND; PARAG DIAMONDS
INC., D/B/A PARAMOUNT; DENVER
SPA; UNVIR CO. LIMITED; WEB7
DIGITAL; YIWU PARADISE IMP. AND
EXP. CO., LIMITED; NINGBO JUMSON
INTERNATIONAL TRADE; HAINING
MINGSHUAI TECHNOLOGY; ANHUI
SHENGJIUDING AUTO PARTS CO.;
P&P SILVER FACTORY; QINGDAO
SHINING ROAD TYRE CO. LTD.;
DREAM WATCH BR LLC; SHASNXI
DURSAFETY MATERIALS CO. LTD.;
ZHUJI WEIWEI IMPORT & EXPORT
CO. LTD.; LIGO PRODUCT LIMITED;
ZHEJIANG LIYA VEHICLE CO. LTD.;
XIAMEN HONGJING INUSTRY &
TRADE; NINGBO TOPWIN CO. LTD.;
SPK INTERNATIONAL INLIMITED;
BUBBLEGUM SHOES, INC.;
CONTINENTAL ADVANTAGE
SERVICES, INC.; MACK SCIENCE,
INC.; LINGLONG TYRE CO. LTD.;
HEFEI DAYU FITNESS;
SHANGHAI NAR INDUSTRIAL CO.
LTD.; XIAMEN CAREFUL IMP. AND
EXP. CO. LTD.; CHI LONG
ELECTRONIC CO. LIMITED; NINGBO
JIN MAO IMPORT AND EXPORT CO.;
CHANGZHOU NANTAI GAS
SPRING CO. LTD.; WENLING JIAFENG
MACHINERY CO. LTD.; SHAOXING
KEQIAO; ZHUZHOU OBT CARBIDE
TOOLS CO. LTD.; NINGBO DINGJIA
AUTO PARTS; HUI SHENG SILVER
JEWELRY CO. LTD.; L&D FLORIDA
INVESTMENTS CORP.; CHANG YUK
KING; KOEHLER INSTRUMENT;
BEACH HOUSE & CONDOMINIUM;
CORSAIR MEMORY INC.; BRIGHT
CELCOM WHOLESALE LLC;

ALBEMO TRADING AND FINANCE
UK LTD.; ELITE ELECTRIC
APPLIANCE MANUFACTURE; AIR
PLUS POWER CORPORATION;
XIAMEN SUNROY IMPORT AND
EXPORT; UP AND EIGHT CORP.;
NINGBO FREE TRADE ZONE
YOUNGCOM INT.; TAIZHOU KELE
HSE INDUSTRY CO. LTD.;
WENZHOUZHONGLONG TRADING
CO. LTD.; INTCO; 1st SPORTS CORP.;
"JOHN DOES" 1-10 (names fictitious); and
"ABC COMPANIES" 1-10 (names
fictitious),

Defendants.

Defendant Braga Exports Inc. (Hereinafter "Defendant Braga"), by way of Answer to the Plaintiff's Complaint herein states:

INTRODUCTION

1-9. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

THE APPOINTMENT OF TRUSTEE

10-13. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such

allegations and Plaintiff is left to their proofs.

THE PARTIES

14-17. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

18-45. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

46. Defendant Braga denies receiving any funds from MLS, Empire Strong, Metalsur or any other channels to which they knew, or should have known, that those funds were the product of an unlawful scheme. Defendant Braga further denies that they did not provide, or knew for certain that they did not provide, any goods, services, or other forms of remuneration as consideration for any funds it may have received. As to the rest of the allegations contained within Paragraph 46, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

47-129. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

130. Admitted.

131-208. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

209-218. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

JURISDICTION & VENUE

219-221. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

FACTS COMMON TO ALL COUNTS

222-236. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

237-375. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such

allegations and Plaintiff is left to their proofs.

376. Defendant Braga admits only that it received wire transfers totaling \$1,910,000.00 from Empire Strong on behalf of Wavetech Trading Solutions Corporation (hereinafter “Wavetech”), referred to in Plaintiff’s Complaint as Defendant Wavetech Corporation and in connection with invoices to Wavetech, referred to in Plaintiff’s Complaint as Defendant Wavetech Corporation, for goods provided by Defendant Braga to Wavetech. Defendant Braga denies receipt of any funds from Gerald or MLS. As to the rest of the allegations contained within Paragraph 376, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

377-378. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

FIRST COUNT
(Fraud)

379. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 378 of the Complaint as though set forth herein more fully at length.

380-388. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff’s entire Complaint

be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

SECOND COUNT
(Aiding and Abetting Fraud)

389. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 388 of the Complaint as though set forth herein more fully at length.

390-394. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff's entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

THIRD COUNT
(Federal RICO)

395. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 394 of the Complaint as though set forth herein more fully at length.

396-405. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff's entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

FOURTH COUNT
(Conspiracy to Violate Federal RICO)

406. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 405 of the Complaint as though set forth herein more fully at length.

407-416. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff's entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

FIFTH COUNT
(New Jersey RICO)

417. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 416 of the Complaint as though set forth herein more fully at length.

418-432. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff's entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

SIXTH COUNT
(Recovery of Fraudulent Transfers Pursuant to 11 U.S.C. 550(a))
(Against the Recipient Defendants)

433. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 432 of the Complaint as though set forth herein more fully at length.

434. Defendant Braga makes no answer to the allegations of this paragraph as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

435. Defendant Braga admits only that it received wire transfers totaling \$1,910,000.00 from Empire Strong on behalf of Wavetech Trading Solutions Corporation (hereinafter “Wavetech”), referred to in Plaintiff’s Complaint as Defendant Wavetech Corporation and in connection with invoices to Wavetech, referred to in Plaintiff’s Complaint as Defendant Wavetech Corporation, for goods provided by Defendant Braga to Wavetech. Defendant Braga denies receipt of any funds from Gerald or MLS. Defendant Braga denies that any funds received by Defendant Braga from Empire Strong are associated with any fraudulent scheme. As to the rest of the allegations contained within Paragraph 435, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

436. Denied as to the allegations against Defendant Braga and Plaintiff is left to their proofs. As to any other allegations contained within Paragraph 436, Defendant Braga makes no answer as same do not refer to them.

437. Defendant Braga admits only that it received wire transfers totaling \$1,910,000.00

from Empire Strong on behalf of Wavetech Trading Solutions Corporation (hereinafter “Wavetech”), referred to in Plaintiff’s Complaint as Defendant Wavetech Corporation and in connection with invoices to Wavetech, referred to in Plaintiff’s Complaint as Defendant Wavetech Corporation, for goods provided by Defendant Braga to Wavetech. Defendant Braga denies receipt of any funds from Gerald or MLS or that there were any goods, services or other form of remuneration that was owed to, or for th benefit of, MLS or Gerald. As to any other allegations contained within Paragraph 437, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

438. To the extent said allegations may be construed against Defendant Braga, Defendant Braga denies such allegations and Plaintiff is left to their proofs. As to any other allegations contained within Paragraph 438, Defendant Braga makes no answer as same do not refer to them.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff’s entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

SEVENTH COUNT
(Aiding and Abetting Fraud)
(Against the Recipient Defendants)

439. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 438 of the Complaint as though set forth herein more fully at length.

440. Denied as to the allegations against Defendant Braga and Plaintiff is left to their proofs. As to any other allegations contained within Paragraph 440, Defendant Braga makes no answer as same do not refer to them.

441. Denied as to the allegations against Defendant Braga and Plaintiff is left to their proofs. As to any other allegations contained within Paragraph 441, Defendant Braga makes no answer as same do not refer to them.

442. Denied as to the allegations against Defendant Braga and Plaintiff is left to their proofs. As to any other allegations contained within Paragraph 442, Defendant Braga makes no answer as same do not refer to them.

443. Denied as to the allegations against Defendant Braga and Plaintiff is left to their proofs. As to any other allegations contained within Paragraph 440, Defendant Braga makes no answer as same do not refer to them.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff's entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

EIGHTH COUNT
(Unjust Enrichment)
(Against the Recipient Defendants)

444. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 443 of the Complaint as though set forth herein more fully at length.

445. Defendant Braga denies receipt of any funds from MLS. Defendant Braga denies that any funds received by Defendant Braga from Empire Strong are associated with any fraudulent scheme. Denied as to any other allegations against Defendant Braga and Plaintiff is left to their proofs. As to any other allegations contained within Paragraph 445, Defendant Braga makes no answer as same do not refer to them.

446. Defendant Braga denies receipt of any funds from MLS or that there were any

goods, services or other form of remuneration that was owed to, or for the benefit of, MLS.

Denied as to any other allegations against Defendant Braga and Plaintiff is left to their proofs.

As to any other allegations contained within Paragraph 446, Defendant Braga makes no answer as same do not refer to them.

447. Denied as to the allegations against Defendant Braga and Plaintiff is left to their proofs. As to any other allegations contained within Paragraph 447, Defendant Braga makes no answer as same do not refer to them.

448. Denied as to the allegations against Defendant Braga and Plaintiff is left to their proofs. As to any other allegations contained within Paragraph 448, Defendant Braga makes no answer as same do not refer to them.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff's entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

NINTH COUNT
(Conversion)
(Against the Recipient Defendants)

449. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 448 of the Complaint as though set forth herein more fully at length.

450. Defendant Braga denies receipt of any funds from MLS. Defendant Braga denies that any funds received by Defendant Braga from Empire Strong are associated with any fraudulent scheme. Denied as to any other allegations against Defendant Braga and Plaintiff is left to their proofs. As to any other allegations contained within Paragraph 450, Defendant Braga makes no answer as same do not refer to them.

451. Defendant Braga denies receipt of any funds from MLS or that there were any goods, services or other form of remuneration that was owed to, or for the benefit of, MLS. Denied as to any other allegations against Defendant Braga and Plaintiff is left to their proofs. As to any other allegations contained within Paragraph 451, Defendant Braga makes no answer as same do not refer to them.

452. Defendant Braga denies receipt of any funds from MLS or that there were any goods, services or other form of remuneration that was owed to, or for the benefit of, MLS. Denied as to any other allegations against Defendant Braga and Plaintiff is left to their proofs. As to any other allegations contained within Paragraph 452, Defendant Braga makes no answer as same do not refer to them.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff's entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

**FACTS COMMON TO THE TENTH,
ELEVENTH AND TWELFTH COUNTS**

453-461. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

TENTH COUNT
(Recovery of Fraudulent Transfers Pursuant to 11 U.S.C. 550(a))

462. Defendant Braga repeats and realleges each and every response of this Answer to

Paragraphs 1 through 461 of the Complaint as though set forth herein more fully at length.

463-467. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff's entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

ELEVENTH COUNT
(Breach of the JVA)

468. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 467 of the Complaint as though set forth herein more fully at length.

469-471. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff's entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

TWELFTH COUNT
(Violation of New York Civil and Criminal Usury Statutes)

472. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 471 of the Complaint as though set forth herein more fully at length.

473-475. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff's entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

THIRTEENTH COUNT
(Unjust Enrichment)

476. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 475 of the Complaint as though set forth herein more fully at length.

477-480. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff's entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

**FACTS COMMON TO THE FOURTEENTH, FIFTEENTH,
SIXTEENTH AND SEVENTEENTH COUNTS**

481. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 480 of the Complaint as though set forth herein more fully at length.

482-500. Defendant Braga makes no answer to the allegations of these paragraphs as same

do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

FOURTEENTH COUNT
(Breach of 2016 “Investor Financing Agreement”)

501. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 500 of the Complaint as though set forth herein more fully at length.

502-506. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff’s entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

FIFTEENTH COUNT
(Breach of the Revenue Loan Agreements/Promissory Notes)

507. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 506 of the Complaint as though set forth herein more fully at length.

508-512. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff's entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

SIXTEENTH COUNT
(Fraud)

513. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 512 of the Complaint as though set forth herein more fully at length.

514-521. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff's entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

SEVENTEENTH COUNT
(Aiding and Abetting Fraud)

522. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 521 of the Complaint as though set forth herein more fully at length.

523-526. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff's entire Complaint

be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

EIGHTEENTH COUNT
(Accounting)

527. Defendant Braga repeats and realleges each and every response of this Answer to Paragraphs 1 through 526 of the Complaint as though set forth herein more fully at length.

528. Defendant Braga makes no answer to the allegations of these paragraphs as same do not refer to them. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

529. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

530. To the extent said allegations may be construed against Defendant Braga, Defendant Braga is without sufficient information, belief and knowledge to admit or deny such allegations and Plaintiff is left to their proofs.

WHEREFORE, Defendant Braga respectfully demands that Plaintiff's entire Complaint be dismissed with prejudice and seek costs to be assessed against the Plaintiff.

AFFIRMATIVE DEFENSES

Defendant Braga asserts the following Affirmative Defenses as to each and every allegation claimed against them:

1. Plaintiff's claims are barred under the doctrine of unclean hands.

2. Plaintiff's claims are barred since Complaint fails to state a cause of action upon which relief may be granted, and Defendant reserves the right to move to dismiss.
3. Plaintiff's claims are barred under the doctrine of laches.
4. Plaintiff's claims are barred because Defendant was not in possession of any funds that may be related to this matter.
5. The Plaintiff's actions were the direct legal and proximate cause of the damages suffered by Plaintiff.
6. The Plaintiff has not properly joined all parties necessary and indispensable for the adjudication of this claim.
7. Defendant reserves the right to seek litigation costs and attorneys fees under N.J.S.A. 2A:15-59.1 due to the frivolous cause of action of this complaint.
8. Plaintiff's claims are barred under the doctrine of estoppel.
9. Plaintiff's claims are barred by breach of express and/or implied warranties.
10. Plaintiff's claims are barred under the doctrine of accord and satisfaction.
11. Plaintiff's claims are barred under the doctrine of waiver and/or ratification.
12. Plaintiff's claims are barred under the entire controversy doctrine.
13. Plaintiff's claims are barred by Plaintiff's own negligence.
14. The Defendant was not negligent.
15. Defendant does not owe any duty to Plaintiff.
16. Plaintiff's claims are barred by Plaintiff's failure to mitigate any alleged damages.
17. Plaintiff's claims are barred as Defendant was not aware of, was not involved in and did not assist, aid, abet, comply, join, or otherwise participate in any alleged wrongdoing, fraudulent acts or schemes.

18. Plaintiff's claims are barred, limited or diminished and reduced by the doctrine of contributory and/or comparative negligence, and under New Jersey's Joint Tortfeasor Contribution Act N.J.S.A. 2A:53A-1 *et seq.*
19. At the time and place set forth in Plaintiff's Complaint, the Plaintiff assumed the risk of conduct and, accordingly, this action is barred.
20. Defendant denies they breached any and all expressed and implied warranties.
21. Plaintiff's claims are barred by the economic loss doctrine.
22. Defendant denies any claim for compensatory or punitive damages and hereby demand severance of any claims for punitive damages from any action for compensatory damages.
23. Any and all damages alleged to have been suffered by the Plaintiff were caused solely by the negligence or wrongdoing of independent third parties over whom Defendant exerted no control.
24. The Plaintiff is barred from relief under the statute of limitations and/or other time based defenses.
25. This case is barred, in whole or in part, by the doctrine of avoidable consequences.
26. This case is barred, in whole or in part, because Plaintiff lacks standing.
27. This case is barred, in whole or in part, because the dispute is moot.
28. This case is barred, in whole or in part, for lack of jurisdiction.
29. The Summons, or service thereof, is defective and Defendant reserves the right to move to quash service of process or dismiss the Complaint.
30. Plaintiff's claims are barred in whole, or in part, by any and all applicable federal and state statutes and regulations.

31. If Plaintiff's damages are true and proven, which are denied, then such damages were caused in whole or in part, by conditions over which Defendant had no responsibility or control.
32. Plaintiff's claims are barred in whole, or in part, by the statute of frauds.
33. Plaintiff's claims are barred in whole, or in part, by Defendant's performance and exchange of goods for value.
34. Defendant reserves the right to amend their Answer to assert additional defenses if necessary and appropriate.

CROSSCLAIM FOR INDEMNIFICATION

While denying any liability herein, Defendant Braga hereby demands indemnification, either contractual, common law, statutory or otherwise from Defendants Empire Strong and Wavetech Corporation, and any of their subsidiaries, DBA's, or other identities, for any judgment that may be entered against this Defendant.

WHEREFORE, Defendant Braga respectfully demands judgment by way of indemnification against Defendants Empire Strong and Wavetech Corporation, and any of their subsidiaries, DBA's, or other identities, individually and/or jointly for any and all sums which this Defendant is required to pay in the within action, including, but not limited to, costs incurred in the defense of this suit and for the amount of any judgment, together with interest, attorney's fees, costs of suit and such other relief as this Court deems appropriate and equitable.

CROSSCLAIM FOR CONTRIBUTION

While denying any liability herein, Defendant Braga hereby alleges that in the event of a

judgment against them and in favor of the Plaintiff, they will be entitled to judgment in their favor and against the above-named co-defendants for their pro-rata contribution as joint tortfeasors and/or based on the comparative negligence of the co-defendant(s).

WHEREFORE, Defendant Braga respectfully demands judgment by way of contribution against Defendants Empire Strong and Wavetech Corporation, and any of their subsidiaries, DBA's, or other identities, individually and/or jointly for any and all sums which this Defendant is required to pay in the within action including, but not limited to, costs incurred in the defense of this suit and for the amount of any judgment, together with interest, attorney's fees, costs of suit and such other relief as this Court deems appropriate and equitable.

REQUEST FOR ALLOCATION

If any party settles prior to trial, Defendant Braga will seek an allocation of the percentage of negligence by the fact finder against the settling party in accordance with FRCP Rule 53 and any and all other applicable laws, rules and statutes. This Defendant shall seek this allocation whether or not it has formally filed a crossclaim against the settling party. This Defendant shall rely upon materials produced in discovery and the evidence introduced at trial in support of the allegations.

ANSWER TO CROSSCLAIMS

Defendant Braga, by way of answer to any and all crossclaims which have been, or may be, filed by co-defendants says:

Defendant Braga denies the allegations of any and all crossclaims filed or which may be filed against this Defendant.

LOCAL CIVIL RULE 11.2 CERTIFICATION

The undersigned hereby certifies upon information and belief that this matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding. To my knowledge, no other action or arbitration proceeding is contemplated relating to this controversy.

Respectfully submitted,
RINALDO AND GIMBRONE, PC

DATED: August 12, 2024

/s/ Tiana Gimbrone
Tiana Gimbrone, Esq.

Attorney for Defendant Braga Exports Inc.